



AGREEMENT

THIS AGREEMENT is made and entered into on this 30th day of April, 2015 (the "Effective Date") by and between **ISLAND HOTEL COMPANY LIMITED ("IHCL")** and the **UNIVERSITY OF WISCONSIN (the "School")**.

WHEREAS, IHCL owns and operates an annual men's college basketball tournament currently entitled the "Battle 4 Atlantis";

WHEREAS, IHCL operates the Battle 4 Atlantis as a "Qualifying Regular-Season Multiple-team Event" in accordance with National Collegiate Athletic Association ("NCAA") Bylaw 17.3.5.1.1, as amended pursuant to the adoption of Division I Proposal 2010-89 (effective August 1, 2011) specifying such events may occur in the Commonwealth of The Bahamas;

WHEREAS, the School desires to cause its men's basketball team and the team's coaches (the "Team") to participate in the 2018 Battle 4 Atlantis, as more particularly described in Section 1 of this Agreement (the "Event");

WHEREAS, the Event includes eight (8) NCAA Division I teams competing across twelve (12) games in a tournament format at Atlantis, Paradise Island ("Atlantis") in the Commonwealth of The Bahamas (the "Atlantis Games");

WHEREAS, the School desires to host an opening game under the Event's name prior to the Atlantis Games (the "Opening Game"); and

WHEREAS, IHCL and the School desire to set forth herein the terms and conditions governing the School's participation in the Event.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IHCL and the School hereby agree as follows:

1. **THE EVENT.** The Event will consist of one or more opening games hosted at the home arenas of schools participating in the Atlantis Games followed by the Atlantis Games and any other Event games organized by IHCL in accordance with NCAA Bylaw 17.3.5.1.1. All Event games shall be played under the name of the Event. The other teams participating in, and the structure of, the Event will be determined by IHCL, in its discretion, except that all teams participating in the Event shall be NCAA Division I teams. All games played during the Event shall be official, regulation basketball games conducted pursuant to NCAA playing rules for games of basketball. The eligibility of all players participating in the Event shall be determined by the rules and regulations of the NCAA and the respective institutions. IHCL

shall have the right to change the title of the Event; provided, however, IHCL shall notify the School of any such change.

- (a) **Opening Game.** The School hereby agrees to host, and to cause the Team to participate in, the Opening Game. The Opening Game shall take place at the School's primary arena for home men's basketball games. The Opening Game shall take place within ten (10) days prior to the start of the Atlantis Games, in accordance with NCAA Bylaw 17.3.5.1.1. The School's opponent in the Opening Game and the date of the Opening Game shall be mutually agreed upon by IHCL and the School, and IHCL and the School shall cooperate in good faith to identify and schedule the School's opponent. The School shall have the right to retain all revenue generated in connection with hosting the Opening Game. The School shall separately contract with its Opening Game opponent with respect to its participation in the Team's Opening Game, the terms and conditions of which shall not be inconsistent with the terms and conditions of this Agreement (the "Opening Game Agreement").
 - (b) **Atlantis Games.** The Atlantis Games will take place over a four-day period determined by IHCL within one (1) year of the beginning of the Event. The scheduling of all Atlantis Games during those days will be determined by IHCL, in its discretion. The Team shall play in three (3) of the Atlantis Games.
2. **IHCL OBLIGATIONS.** IHCL shall perform all duties and obligations set forth in this Agreement and Exhibit "A" attached hereto, the terms of which are hereby expressly incorporated herein by reference.
3. **SCHOOL OBLIGATIONS.** In addition to the performance of the School's duties and obligations set forth in this Agreement, the School hereby agrees to do the following:
 - (a) **Participation in the Event.** The School shall cause the Team to participate in the Event and perform all duties and obligations set forth in Exhibit "B", the terms of which are hereby expressly incorporated herein by reference.
 - (b) **Marketing and Promotion of the Event.** The School shall assist IHCL in the marketing, promotion and sales of the Event in accordance with terms set forth in Exhibit "B".
4. **OFFICIALS.** The School shall be responsible for assigning officials to the Opening Game at its sole cost and expense. IHCL shall be responsible for assigning officials to all Atlantis Games at its sole cost and expense.
5. **LICENSE.** The School hereby grants to IHCL and its licensees an exclusive, royalty-free, transferable and worldwide license to use the name, nicknames, images, logos, graphics and trademarks associated with the School and the Team, and to use and reproduce images of the School and the Team, in connection with (i) the marketing, promotion, or operation of the Event or any past or future Battle 4 Atlantis in any media now known or hereafter devised; (ii) merchandise or concessions sold in conjunction with the Event; and (iii) the publication, broadcasting, rebroadcasting or other dissemination of the Atlantis Games, inclusive of the Team's participation therein, in any media now known or hereafter devised, not including the rights maintained by the School in Section 6. As soon as practicable, and in furtherance of the rights granted by the School to IHCL pursuant to this Section 5, the School shall provide IHCL with all images, logos, graphics and trademarks currently associated with the Team.

IHCL agrees to submit all event merchandise designs to School's Trademark Licensing Office for approval, which approval shall not be unreasonably withheld, conditioned or delayed. For the purposes of clarity, IHCL shall have the right to submit to School's Trademark Licensing Office multiple proposed items to be produced/used at one or more times for pre-approval, and if approved by the Trademark Licensing Office, such uses shall be deemed approved for all future uses consistent with this Section 5.

6. **BROADCAST AND OTHER EVENT-RELATED PROPERTY RIGHTS.** All publication, broadcasting, rebroadcasting and all other dissemination rights in any media now known or hereafter devised, including without limitation, television, radio, print, Internet, mobile technology and home audio and video products in all formats, now known or hereafter devised, as well as printed-program, concession, intellectual and all other property rights, to the Event shall be the exclusive property of IHCL; provided, however, the School hereby represents and warrants that, with respect to the Opening Game, the property rights set forth in this Section 6 are the exclusive property of the Big Ten Conference (the "BigTen") and its licensees. The School shall use commercially reasonable efforts to cause the Big Ten to grant IHCL the royalty-free use of game highlights and photos from the Opening Game to be used in all forms of media for marketing and promotional use. Except with respect to the BigTen's rights to the Opening Game, the School shall not grant any such rights or any similar rights to any third party, nor in any way participate in the exercise of any such rights or similar rights by any third party not previously authorized to do so by IHCL in connection with the Event. Notwithstanding the foregoing, but subject to any radio broadcast agreement between IHCL and a third party, the School shall have the right to one broadcast outlet free of charge solely for the purpose of enabling the School to make a non-exclusive local radio broadcast of its Event games by means of its customary local radio outlets. Except as provided in this Section 6, the School hereby represents and warrants that neither the School nor the Big Ten is bound by any agreement, or subject to any rules or regulations, which conflicts with, prevents or otherwise restricts in any manner IHCL's ownership or use of any of the foregoing rights as contemplated herein.
7. **TICKETS.** IHCL shall set the prices of all tickets to all Atlantis Games and non-game Event functions and shall retain all of the proceeds from the sale of such tickets.
8. **INSURANCE.** The State of Wisconsin, including the School, is self-funded for liability (including general, professional and automobile) under ss.895.46 (1) and 893.82 of the Wisconsin Statutes. This protection provides coverage for its officers, employees, and agents. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for the negligent acts or omissions of its officers, employees and agents, in accordance with the statutes. In addition to the self-funded program, the School hereby represents that the State of Wisconsin purchases substantial limits of excess commercial insurance should a claim ever exceed the self-insured limits. Coverage is continuous under the law. The School represents that the coverage referenced in this Section 8 shall be valid in the Commonwealth of the Bahamas. The School shall provide IHCL with certificates of insurance or self-insurance evidencing the coverage referenced herein.
9. **REPRESENTATIONS AND WARRANTIES.** Each of the parties hereto warrants that it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder. Each party further represents and warrants that it is not subject to any rules or regulations which conflict with, prevent or otherwise restrict the performance of its obligations hereunder, nor shall the execution, delivery or performance of this Agreement violate, conflict with or result in a breach of the terms, conditions or provisions of, or

constitute a default under (whether with or without the passage of time, the giving of notice or both), any other binding agreement to which the party is subject. With respect to the School, the foregoing representations and warranties in this Section 9 shall be in addition to those made by the School in Section 6 hereof.

10. **TERMINATION BY IHCL.**

- (a) IHCL shall have the right to terminate this Agreement immediately upon the occurrence of any of the following events by providing written notice to the School in accordance with Section 16(c):
 - (i) IHCL cancels the Event for any reason;
 - (ii) the School is placed under conference or NCAA sanctions or is prohibited from appearing or ineligible to appear on television during the Event for any reason;
 - (iii) the School fails to perform any of its obligations under this Agreement, including, but not limited to, those obligations set forth in Exhibit "B" hereto;
 - (iv) any warranty or representation made by the School in this Agreement is breached, false or misleading in any material respect.
- (b) Except as set forth in Section 10(c), any termination by IHCL pursuant to this Section 10 shall be without any penalty, payment or other liability to the School. Upon any termination by IHCL under Section 10(a)(ii)-(iv), and in addition to any remedy available to IHCL under this Agreement, including, but not limited to, Section 16(h), the School shall promptly (i) return to IHCL any portion of the Appearance Fee (as defined in Section 1 of Exhibit "A" attached hereto) paid to the School prior to such termination and (ii) reimburse IHCL for any expenses incurred by IHCL in connection with the satisfaction of its obligations to the School under Exhibit "A".
- (c) Notwithstanding the terms of Section 10(b), in the event IHCL terminates this Agreement pursuant to Section 10(a)(i), the School shall be entitled to retain any portion of the Appearance Fee paid to the School prior to such termination.

11. **TERMINATION BY SCHOOL.** The School shall have the right to terminate this Agreement immediately by providing written notice to IHCL in accordance with Section 16(c) in the event:

- (a) IHCL fails to perform any of its obligations under this Agreement and such failure continues for a period of ten (10) days following written notice; or
- (b) any warranty or representation made by IHCL in this Agreement is breached, false or misleading in any material respect.

12. **INDEMNIFICATION/HOLD HARMLESS.**

- (a) The School agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The School further agrees to indemnify and hold harmless IHCL, its directors, officers, agents,

representatives and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the School while acting within the scope of their employment and where such protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

- (b) IHCL agrees to hold the School harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of IHCL arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the School while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

- 13. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IHCL'S AGGREGATE LIABILITY TO SCHOOL FOR ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES IN ANY WAY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE APPEARANCE FEE, AND THE SCHOOL HEREBY WAIVES ANY RIGHT TO SEEK OR COLLECT DAMAGES IN EXCESS THEREOF UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTIES, STRICT LIABILITY, NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND/OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET FORTH IN SECTION 16(h) HEREOF, NEITHER PARTY SHALL BE LIABLE FOR, AND EACH PARTY HEREBY WAIVES, ANY AND ALL CLAIMS FOR SPECIAL, CONSEQUENTIAL, COLLATERAL, INCIDENTAL, PUNITIVE, EXEMPLARY, AND/OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF USE, LOSS OF GOOD WILL AND INTERRUPTION OF BUSINESS, WHETHER BY STATUTE, IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 14. **CONFIDENTIALITY.** Except with the prior written consent of IHCL, or as may be required by any open records act or similar disclosure laws governing the School or the order of any court, the School shall keep the terms and conditions of this Agreement confidential. If the School believes it is legally compelled to disclose any term or condition of this Agreement to a governmental entity or other person, the School, subject to the requirements of applicable law, shall notify IHCL at the earliest possible opportunity so that IHCL may take any action or seek any remedy available under applicable law to prevent or limit the release of such information. If IHCL is unable to prevent or limit the release of such information, the School, to the extent permissible under applicable law, shall only reveal that portion of this Agreement that, as advised by its legal counsel, is legally required to be disclosed and the School will exercise its reasonable best efforts to obtain assurance that the information so revealed will be treated as confidential. Until such time that IHCL has issued a press release, announcement or otherwise publicized or disclosed the School's participation in the Event, the School shall not issue any press release, announcement or otherwise publicize or disclose its participation in the Event or the existence of this Agreement, without the prior written consent of IHCL.

15. **FORCE MAJEURE.** Each of the parties hereto shall be released from their respective obligations under this Agreement, and any portion of the Appearance Fee paid in connection therewith shall be returned, if the Event, or any portion thereof, is prevented in whole or in substantial part by an act of God, riots, strikes, labor difficulties, epidemics, national emergency, war, prohibitive governmental regulation, casualty, accident, interruption or failure of means of transportation, or any other cause, whether similar or dissimilar, beyond the reasonable control of the parties or either of them.
16. **MISCELLANEOUS**
- (a) **Entire Agreement.** Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied on any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.
- (b) **Modifications.** Any amendment, change or modification of this Agreement shall be void unless in writing and signed by the parties hereto. The School agrees to execute any amendment, change or modification of this Agreement requested by IHCL in order to cause the Event, or any portion thereof, to comply with NCAA rules and regulations, as such may be amended from time to time.
- (c) **Notices.** Any notice required to be given by either party to the other shall be in writing and shall be served by sending the same by pre-paid first class post telex or facsimile transmission or by delivering the same by hand to the registered office for the time being of the relevant party and any notice so served shall be deemed to have been served:

Address for IHCL:

Executive Offices
Coral Towers
Paradise Island
P.O. N-4777, Bahamas
Attention: Anna Schmid
Fax: (242)363-6687

Address for the School:

Kellner Hall
1440 Monroe St.
Madison, WI 53711

With a copy to:

Executive Offices
Coral Towers
Paradise Island
P.O. N-4777, Bahamas
Attention: General Counsel
Fax: (242)363-2767

(i) if delivered by hand at the time of such delivery; (ii) if sent through the post on the Fifth day after the date of dispatch and in proving service it shall be sufficient to prove in the case of a letter that such letter was properly delivered or stamped addressed and placed in the post (as the case may be); and (iii) if sent by telex or facsimile transmission at the time of transmission and in proving service it shall be

sufficient to prove that such telex or facsimile was duly dispatched to a current telex or facsimile number of the addressee for the said address for service.

- (d) Assignment. The School shall not assign or subcontract any of its rights or duties under this Agreement without the prior written consent of IHCL.
- (e) RESERVED.
- (f) No Waiver. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- (g) Severability. If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form a part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
- (h) Rights and Remedies. If the Team withdraws from the Event or does not participate in the entire Event in all material respects (collectively referred to as "Withdrawal") and IHCL terminates this Agreement under Section 10(a)(iii) as a result thereof, the School shall promptly (i) return to IHCL any portion of the Appearance Fee previously paid to the School, (ii) reimburse IHCL for any expenses incurred by IHCL in connection with the satisfaction of its obligations to the School under Exhibit "A" and (iii) pay IHCL as liquidated damages, and not as a penalty, (x) the sum of Twenty-Five Thousand and 00/100 U.S. Dollars (\$25,000.00) if an such Withdrawal occurs on or before January 31, 2017; (y) the sum of Fifty Thousand and 00/100 U.S. Dollars (\$50,000.00) if any such Withdrawal occurs between February 1, 2017 and October 31, 2017; or (z) the sum of One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00) if any such Withdrawal occurs following October 31, 2017; such amounts in items (x), (y) and (z) constituting full liquidated damages for any consequential and other losses IHCL would incur as a result of any such Withdrawal. With respect to such losses addressed by item (iii) above, the parties acknowledge and agree that it is extremely difficult and impractical to ascertain the actual amount of such losses that IHCL would incur in the event the Team withdraws or fails to participate in the entire Event, and that the foregoing amount is agreed to be a reasonable estimate of the losses IHCL would incur in such events. With respect to any other breach of this Agreement by the School not contemplated by this Section 16(h), IHCL's rights and remedies contained herein shall be cumulative and shall not be exclusive of any other rights or remedies which IHCL may have at law or otherwise.
- (i) Survival. Any terms of this Agreement which by their nature survive the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.
- (j) Costs and Expenses. Except as otherwise provided herein, each of the parties shall pay any costs and expenses incurred by it in connection with this Agreement.
- (k) Headings. Headings of the Sections of this Agreement are for convenience of the

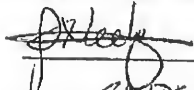
parties only, and shall be given no substantive or interpretive effect.

- (1) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. A party may deliver this Agreement by transmitting a facsimile copy of the signed signature page to the other party.

[Signatures Begin and End on Following Page]

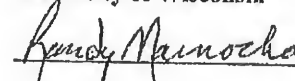
IN WITNESS WHEREOF, the IHCL and the School have executed this Agreement on the Effective Date.

Island Hotel Company Limited


Name: SANDEJA NEEL

Title: AUTHORIZED SIGNATORY
1/ May /2015

University of Wisconsin


Name: Randy Marnocha

Title: Sr Assoc Athl Director

4/30/15





4/30/15

Exhibit A

IHCL OBLIGATIONS

1. Appearance Fee. IHCL shall pay the School the sum of One Hundred Fifty Thousand and 00/100 U.S. Dollars (\$150,000.00) as a guarantee for participating in the Event (the "Appearance Fee"). The Appearance Fee shall be payable as follows: (i) Twenty-Five Thousand and 00/100 U.S. Dollars (\$25,000.00) on or prior to January 30, 2018; (ii) Twenty-Five Thousand and 00/100 U.S. Dollars (\$25,000.00) on or before October 31, 2018; and One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00) within five (5) days following the conclusion of the Event.
2. Donation. IHCL and/or one of the Event's sponsors shall make the following cash donation to the athletic scholarship fund of the School within five (5) days following the completion of the Event: (i) One Hundred Fifty Thousand and 00/100 U.S. Dollars (\$150,000.00) in the event the Team advances to the Championship Game at Atlantis; (ii) Fifty Thousand and 00/100 U.S. Dollars (\$50,000.00) in the event the Team plays in the Consolation (i.e. third-place) Game at Atlantis; or (iii) Twenty-Five Thousand and 00/100 U.S. Dollars (\$25,000.00) in the event the Team plays in the fifth-place game at Atlantis. All such donations shall be made in accordance with, and this provision shall be subject to, NCAA bylaws governing financial donations from non-professional sports organizations.
3. Travel. IHCL shall pay the School the reasonable cost of commercial, economy round trip airfares to Nassau, Bahamas for a travel party of up to thirty (30) members (the "Travel Party"), based on at least sixty (60)-days advance booking rates, within five (5) days following the completion of the Event. The School shall be responsible for making air travel arrangements for the Travel Party. IHCL, at its sole cost and expense, shall provide ground transportation for the Travel Party to and from the Lynden Pindling International Airport to Atlantis.
4. Accommodations. IHCL, at its sole cost and expense, shall provide the School reasonable hotel accommodations in the Royal Towers (Atlantis, Paradise Island) for the Travel Party during the Atlantis Games, which shall include fifteen (15) standard rooms and two (2) suites for up to six (6) days and five (5) nights. Within sixty (60) days prior to the Travel Party's arrival at Atlantis, the School shall provide IHCL with written notice of the names of the members of the Travel Party.
5. Meals. IHCL, at its sole cost and expense, shall provide the Travel Party with breakfast, lunch and dinner on each day during the Atlantis Games, which shall include (i) a meal in connection with any official pre-event function (e.g. welcome dinner or reception) and (ii) with respect to the Team, a catered pre-game meal in connection with each game the Team plays during at Atlantis. IHCL shall structure the menus for all such meals; provided, however, IHCL shall use good faith efforts to accommodate any reasonable meal and dining arrangement requests made by the School for each catered pre-game meal. The School shall be responsible for any food and incidental expenses in excess of the foregoing.
6. Tickets and Admission.
 - (a) IHCL shall provide the School with seventy-five (75) premium complimentary tickets to Team's three (3) games at Atlantis. Such complimentary tickets are intended to be used by the School's officials, boosters and Travel Party spouses. The

School shall have the option to purchase up to an additional four hundred (400) tickets to the Team's games at Atlantis, or a greater number of tickets mutually agreed upon by IHCL and the School, at IHCL's then prevailing ticket prices; provided, however, the School shall notify IHCL of the number of such tickets the School wishes to purchase no later than ninety (90) days prior to the beginning of the Atlantis Games, or such later date determined by IHCL in its discretion. IHCL shall provide the Team and its managers and trainers with passes for admission to the Team's games at Atlantis. The School's uniformed pep band, cheerleaders and mascot will also be admitted to the Team's games in Atlantis at no charge.

- (b) IHCL shall provide the School with up to fifteen (15) complementary tickets to all Atlantis Games in which the Team does not participate, such tickets to be distributed in the School's discretion. The location of the seats corresponding to such tickets shall be designated by IHCL in its reasonable discretion. The School shall notify IHCL of the number of such tickets the School wishes to use no later than ten (10) days prior to the beginning of the Atlantis Games.
 - (c) IHCL shall provide the Travel Party with complimentary tickets to attend any official pre-event welcome dinner or reception.
 - (d) IHCL shall provide the Travel Party with complimentary credentials to attend all other non-game functions.
7. Practice Facility. Subject to the Team's arrival schedule and IHCL's intention to provide all teams participating in the Atlantis Games with adequate time to practice for the Atlantis Games, IHCL shall reasonably endeavor to provide the Team with access to a playing court reasonably acceptable to the School in order to conduct one or more ninety (90)-minute organized practice sessions prior to the Team's first game. In the event the Team advances to the Championship Game at Atlantis, IHCL shall provide the Team and its opponent each with the option to conduct an organized practice session on the day before the Championship Game, at times and for durations mutually acceptable among IHCL, the Team and the team's opponent. IHCL shall provide any necessary ground transportation to and from Atlantis to such practice playing court. IHCL shall also use good faith efforts to provide the Team with one or more meeting rooms to plan for its games during the Atlantis Games.

Exhibit B

SCHOOL OBLIGATIONS

1. Games. The School shall cause the Team to participate in the Event. Such participation shall include up to four (4) games consisting of three (3) games at Atlantis and the Opening Game. The Team shall play in one game per day at Atlantis on dates and times designated by IHCL in its discretion. The Team shall wear its regular-season uniforms and warm-ups during its Event games.
2. Opening Game. The School shall perform all of the following obligations with respect to the Opening Game:
 - (a) enter into the Opening Game Agreement;
 - (b) cause the Team to participate in the Opening Game;
 - (c) host the Opening Game in accordance with (i) the rules and regulations of the NCAA and the School and (ii) any applicable state, federal and local laws;
 - (d) pay the School's Opening Game opponent the sum of Eighty-Five Thousand and 00/100 U.S. Dollars (\$85,000.00) as a guarantee for participating in the Opening Game;
 - (e) arrange and pay any and all costs and expenses in connection with hosting the Opening Game in a manner consistent with customary regular-season home basketball games, including, but not limited to, facility costs; game equipment, hiring game officials; hiring game management and facility personnel; ticket and game credentials, concession and merchandise sales; and security;
 - (f) at IHCL's direction, display Event logos and Event sponsor logos during the Opening Game in and around the arena (excluding on the game floor) so long as Event logos and Event sponsor logos do not conflict with the BigTen's exclusive arena/basketball sponsorship signage and visibility. Notwithstanding the foregoing, the School shall display the official name and logo of the Event, including any title sponsor name and logo incorporated therein, provided that such display shall be in the form of an Event banner or sign provided by IHCL as close as possible to the game floor and in a location acceptable to IHCL. IHCL acknowledges that the Big Ten's agreements with third parties for the telecast or distribution of the Opening Game may place certain conditions on game venue signage that is visible to television viewers, and that the placement of such signage for Event sponsors shall, with the exception of the Event logo (including the name and logo of any title sponsor incorporated into the office and name logo of the Event), be subject to such third party agreements.
 - (g) provide IHCL with certain Event-related promotional consideration in connection with the Opening Game that is acceptable to IHCL, which may include, but is not limited to, signage in and around the arena; video board displays; PA mentions; promotional vignettes during the telecast of the Opening Game in the event the Event's television producer does not televise the Opening Game; mutually agreeable in-game contests and giveaways.

- (h) provide IHCL with up to one hundred (100) complimentary tickets to the Opening Game, which may be distributed by IHCL in its discretion. Any complimentary tickets provided to the School's opponent shall be provided from this allotment; and
 - (i) provide IHCL with up to four (4) photo passes to the Opening Game.
3. Event Functions. The School shall cause the Team to attend and participate in any official pre-event function (e.g. welcome dinner or reception) or any "meet and greet" function scheduled by IHCL at Atlantis.
 4. Event Press Conferences. The School shall cause the Team's head coach to attend and participate in the Event's opening press conference and any closing press conference.
 5. Game, Television and Other Media-Related Interviews and Press Conferences. The School shall cause the Team's head coach and select players to participate in: (i) customary pre- and post-game interviews and press conferences as requested by IHCL and/or the Event's television producer(s); (ii) customary promotional interviews requested by IHCL and/or the Event's television producer(s), (iii) similar media events related to the Event and (iv) any other activities reasonably requested by IHCL, the Event's sponsors or television producer(s).
 6. Marketing, Promotion and Sales. The School, at its sole cost and expense, shall assist IHCL in the marketing, promotion and sales of the Event by:
 - (a) distributing promotional materials about the Event provided by IHCL through the School's email databases on a mutually agreeable timeline;
 - (b) distributing promotional materials and ticket and travel information provided by IHCL to its donor and season ticket holders on a mutually agreeable timeline and in a mutually agreeable fashion;
 - (c) displaying information about the Event as well as ticket and travel information provided by IHCL in the School's customary ticket outlets;
 - (d) displaying information about the Event as well as ticket and travel information provided by IHCL on the School's official athletics website and through its official social media networks. The School shall also display the Event logo during the sales/request period and establish and maintain a direct link to the Event website on the School's official athletics website (on the men's basketball webpage) no later than the end of the preceding regular-season through the end of the Event. The School, through its official athletics website and through its official social media networks, shall also assist IHCL in connection with any Event-related sweepstakes, contests and similar promotions. The School shall maintain final creative and editorial control of all social media and website posts as well as the posting schedule for its website and all social media channels;
 - (e) providing IHCL with a full-page ad promoting the Event, in the form provided by IHCL, in the Team's men's basketball digital game program for the season immediately prior to the season in which the Team participates in the Event;

- (f) using commercially reasonable efforts to cause the Team's head coach to attend a press conference at Atlantis announcing the Event; IHCL shall be responsible for all costs associated with such attendance.
- (g) providing IHCL with certain Event-related promotional consideration that is acceptable to IHCL in connection with one or more of the Team's home games during the season prior to the season in which the Team participates in the Event, which may include, but is not limited to, video board and LED displays; PA mentions; giveaways; and contests to win a trip to Atlantis for the Event. Any contest trip costs will be the sole cost and expense of IHCL.
- (h) any other means which IHCL mutually agreed upon by IHCL and the School.